

Annex No. 1 to the agreement/ framework contract/ purchase order/price quotation

GENERAL TERMS AND CONDITIONS OF MARTUS, s.r.o. (further only as „GTC“)

1. Introductory provisions

- 1.1 These General Terms and Conditions of Purchase and Sale (hereinafter also referred to as "**GTC**" or "**Terms and Conditions**") regulate the terms and conditions of business cooperation and the rights and duties of its parties within the framework of the business relations of **MARTUS, s.r.o.**, with its seat at Považská 67, Nové Zámky 940 67, Company ID number 36 520 012, registered at the Commercial Register of the District court in Nitra, section: Sro, document number: 10212/N, as the Supplier (hereinafter also referred to as „**Supplier**“) and its business partners as Customers (hereinafter also referred to as „**Customer**“), who take (i) goods, (ii) services, (iii) works or (iv) other similar services from the Supplier, including those Customers with whom the Supplier has concluded a separate contract/framework contract or purchase order.
- 1.2 These GTC form an integral annex to any purchase order, quotation, contract of sale, contract for work or other similar contract concluded between the Customer and the Supplier.
- 1.3 The Customer and the Supplier shall hereinafter in these GTC be referred to also as "**Parties**".
- 1.4 The GTC are valid for all acts that occur between the Supplier and the Customer in connection with the supply of goods, works or services by the Supplier to the Customer and specify the rights and obligations of the Parties to these legal relations. These GTC also serve as interpretive rules for the interpretation of the content of the rights and obligations of the Parties.
- 1.5 In the event of a conflict between the provisions of the contract and these GTC, the provisions of the contract shall prevail.

2. Conclusion of the contract

- 2.1 The order and/or quotation for the supply of goods/works/services (hereinafter also referred to as "**subject of performance**" or "**subject of delivery**") of the Customer is confirmed by the Supplier and after its confirmation he/she shall deliver to the Customer the agreed subject of performance, i.e. by its confirmation by the Supplier the relevant contract (hereinafter also referred to as the "**Contract**") is concluded. The confirmed order and/or quotation shall be binding for the Customer and the Customer shall be obliged to take over the subject of performance. The Supplier shall be entitled not to confirm the order and/or quotation and/or to propose changes before its confirmation and/or to cancel the order and/or quotation even after its confirmation and the Customer shall not be entitled to make any claims against the Supplier in this respect, except for the refund of the price for the subject of performance if the Supplier has cancelled it. Cancellation of the order and/or quotation by the Supplier after confirmation shall be deemed to be a withdrawal from the contract.
- 2.2 The Parties agree that these GTC shall also govern orders placed by telephone, whereby a standard order has been placed following a telephone order. An email order shall be deemed to have been received when it is sent to the agreed address.

3. Agreement on price, payment terms

- 3.1 The prices for the subject of performance are agreed in the order/contract or another separate document, which constitutes an addendum/supplement to the order/contract and is confirmed by both Parties. The prices are valid without value added tax. VAT will be charged on the prices in accordance with the applicable legislation.
- 3.2 Prices may be changed unilaterally by the Supplier. The Supplier shall notify the need to exceed the agreed price and the amount of the requested price increase without undue delay after it has become apparent that a price increase is necessary, and the Customer shall be entitled to withdraw from the contract without undue delay if the Supplier requests a price increase of more than 20 % above the agreed price.
- 3.3 Invoices are due 14 days from the date of receipt, unless otherwise agreed. Each invoice must include the Customer's order/contract number.
- 3.4 In accordance with section 71(1)(b) of Act No. 222/2004 Coll. on Value Added Tax, the Customer agrees that the Supplier shall issue an invoice in electronic form and send it to the email address that the Customer has provided to the Supplier and/or which is indicated as the email address of

the Customer in the order/contract for the services or goods supplied or on account of any business relationship between the Customer and the Supplier. The Customer is obliged to inform the Supplier immediately of any changes that could affect the delivery of electronic invoices, in particular a change of email address. The Customer is responsible for having exclusive access to the email address in question and the Supplier shall not be liable for any damages resulting from leakage of data from the mailbox associated with the Customer's email address. The Supplier shall not be liable for any corruption of data or incomplete data caused by a failure in the communication path when delivering an electronic invoice via the Internet. The Supplier shall not be liable for any damage caused by the Customer's poor quality connection to the Internet, by faults in the communication path to the Customer or by any other inability of the Customer to establish the relevant connection or access to the Internet. The invoice shall be deemed to have been received when the invoice is sent to the e-mail address of the Customer. In the event of non-delivery of the electronic invoice, the Customer undertakes to inform the Supplier of this fact without undue delay by means of a message sent to the email address fakturacia@martus.sk or another address demonstrably designated by the Supplier for this purpose. In the event that the Customer fails to comply with this notification obligation, the Supplier shall not be obliged to prove the dispatch of such invoice and it shall be deemed to have been delivered.

- 3.5 The Supplier shall be entitled to require an advance payment in an amount at its discretion prior to delivery of the subject of performance (or commencement of work on the subject of performance).
- 3.6 All payments shall be made by the Customer to the Supplier only. The Supplier shall be entitled to assign to third parties or pledge for the benefit of third parties any claims it has against the Customer, even without the Customer's consent.
- 3.7 The Customer shall not be entitled to set off established mutual claims and obligations. The Supplier shall be entitled to set-off mutual claims without the written consent of the Customer.
- 3.8 The Parties agree that in the event of delay in payment of the price in accordance with the order/contract in due and timely manner, the Supplier shall be entitled to a contractual penalty of 0.5% of the unpaid price for each day of delay, without prejudice to the Supplier's right to compensation for damages incurred by the Supplier, including lost profits, to the full extent. In such a case, the Supplier shall not be obliged to perform until the price, including the contractual penalty, has been paid.
- 3.9 The Customer is obliged to notify the Supplier that it is bankrupt or threatened with bankruptcy.

4. Delivery and quality of subject of delivery

- 4.1 The place of delivery is the place specified in the order/contract. If the place of delivery is not specifically agreed, it is valid that the place of delivery shall be the Customer's registered office.
- 4.2 If the time of delivery is not specified in the contract, the Supplier shall deliver the performance within a reasonable time, taking into account the nature of the performance and the place of delivery.
- 4.3 The Supplier shall bear the risk of damage, loss, theft, destruction or deterioration of the subject of delivery or other damage until the delivery of the subject of delivery to the Customer or its handover to the first carrier if the Supplier does not ensure the delivery of the subject of delivery. If the Customer is in delay in taking over the subject of delivery, the risk of damage, loss, theft, destruction or deterioration of the subject of delivery shall pass onto the Customer. Damage to the subject of performance which occurred at a time when the risk of damage, loss, theft, destruction or deterioration of the subject of delivery was the responsibility of the Customer shall not affect the Customer's obligation to pay the price for the subject of performance.
- 4.4 Should the Supplier be unable to deliver the subject of performance on time for reasons of force majeure, the delivery time shall be extended accordingly for the duration of reasons of force majeure. Force majeure shall be deemed to be unforeseeable or foreseeable but uncontrollable events affecting the execution or delivery of the subject of performance, e.g.: strikes, actions of public authorities, natural elements and disasters. The Supplier shall, as far as possible, notify the Customer of these circumstances, together with at least the approximate possible time of delivery of the performance
- 4.5 Insurance of shipments at the Supplier's own expense is left to the Supplier's discretion.
- 4.6 The Customer shall become the owner of the subject of delivery at the moment of its hand-over to the Customer and/or hand-over to the first carrier and/or payment in full of the price for the subject of delivery and/or payment of any performance related to the contract to which the Supplier is entitled against the Customer (i.e., charges, indemnification, contractual penalties, interest for late payment, etc.), whichever is later.
- 4.7 The Supplier undertakes to deliver the subject of delivery in a quality and workmanship fit for the purpose for which such goods are normally used.
- 4.8 The Customer is also obliged to accept a partial delivery of the performance (smaller quantity), or the equivalent of the agreed performance of the specified type.
- 4.9 The Supplier shall be entitled to assign the orders or parts thereof to subcontractors or other entities, unless otherwise expressly agreed in writing by the Parties.
- 4.10 In the event of failure of the Customer to take over the subject of performance on time, the Customer shall be obliged to pay the Supplier, in addition to the price for the performance, including all ordered materials and other costs of the Supplier incurred by the Supplier in connection with the procurement and/or delivery of the subject of delivery, a contractual penalty in amount of 10% of the total price of the order and a storage fee of € 50 for each day of delay in taking over the goods; in such a case the Supplier shall be entitled not to deliver the ordered goods until the settlement of these claims.
- 4.11 Acceptance of the performance shall be confirmed by the Customer to the Supplier in the delivery note/receipt. Unless the Customer indicates otherwise in the delivery note/extraction note when signing, by signing the delivery note/extraction note the Customer confirms that the Supplier has

delivered the performance in accordance with the contract and that the performance is free from any apparent defects.

- 4.12 Any transport (freight forwarding) costs as well as other costs related to the subject of performance, including claims, shall be borne in their entirety by the Customer. The Supplier shall be entitled to set off any costs so incurred against claims (even outstanding) of the Customer, to which the Customer agrees.

5. Defects of subject of delivery, guarantee and guarantee period

- 5.1 The Supplier shall deliver the subject of performance in the agreed type, quantity, adequately/usually packed, ready for transport and free from defects.
- 5.2 Upon acceptance of delivery of the subject of delivery, the Customer is obliged to inspect the quantity and quality of the delivered performance and to indicate any identified shortcomings/defects/imperfections immediately in writing to the Supplier and to sufficiently demonstrate these defects, otherwise they may not be recognized by the Supplier.
- 5.3 The Customer shall always address the complaint in writing to the address of the Supplier's registered office. The Customer shall be obliged to provide a precise description of the claimed defect in the complaint and to attach to the complaint the relevant proof of delivery/purchase of the claimed subject of performance, or a confirmed warranty certificate. The Customer shall specify in the complaint the manner in which it requires the complaint to be settled; the Customer shall not be entitled to subsequently change the requested manner of settling the complaint without the Supplier's consent.
- 5.4 The right of liability for defects in the goods shall not be recognised if the Customer has not reported the defects in the goods to the Supplier without undue delay, after the Customer has become aware of them or could have become aware of them or after the Customer has carried out or should have carried out an inspection of the subject of delivery, which the Customer is obliged to carry out upon acceptance of the delivered subject of delivery. The right of liability for defects (claim) of the delivered goods cannot be asserted and the liability of the Supplier does not apply to the incorrectly used subject of performance, to the incorrectly installed subject of performance if it was not installed by the Supplier, and to the subject of performance damaged by improper handling and/or incorrect assembly if the assembly was not carried out by the Supplier.
- 5.5 The Supplier is entitled to handle the claim in a manner other than that requested by the Customer.
- 5.6 The Supplier may contractually undertake a warranty of quality, i.e. a warranty that the delivered subject of performance will be fit for use for the agreed, otherwise customary purpose for a specified period of time or that it will retain the agreed, otherwise customary characteristics.
- 5.7 If the Supplier assumes a warranty obligation, the warranty period shall commence from the date of delivery of the subject of performance.
- 5.8 The Supplier's liability for defects covered by the guarantee does not arise if these defects were caused after the risk of damage to the goods had passed by external events and were not caused by the Supplier or by persons with whose assistance the Supplier performed its obligation.
- 5.9 The warranty for defects does not apply to: (i) mechanical damage to the goods (after take-over of the goods), (ii) defects/damages due to the fact that the subject of performance has been used for a purpose other than that for which it is intended or in a manner other than that prescribed by the manufacturer and/or the Supplier, (iii) damages/defects due to improper storage, stowage or use of the subject of performance contrary to the instructions and/or recommendations of the Supplier and/or manufacturer, (iv) defects/damages due to the fact that the subject of performance has been exposed to climatic and other natural and/or other conditions except normal conditions in the Slovak Republic, (v) normal wear and tear of the goods supplied and defects/damages due to normal wear and tear.

6. Special provisions for delivery of work or service

- 6.1 If the subject of delivery is the work and/or service and the contract does not expressly provide that the price of the work is agreed as fixed, then the price of the work shall be agreed by the Parties as a price determined on the basis of a budget which is neither complete nor binding unless otherwise implied based on the written agreement between the Parties; and the price of the work and/or service may be unilaterally increased by the Supplier, unless otherwise expressly agreed in writing by the Parties.
- 6.2 The Supplier shall notify the need to exceed the agreed price of the work or service and the amount of the requested price increase without undue delay after it has become apparent that a price

increase is necessary, and the Customer shall be entitled to withdraw from the contract without undue delay if the Supplier requests a price increase in excess of more than 20% of the agreed price.

- 6.3 The Supplier is obliged to perform the work/service in such a way that the work/service complies with the terms of the order/contract and these GTC, and that the work is operational, the work/service is free from defects, and the requirements and parameters for the purposes for which the work is to be used or for which it is customarily used are met.
- 6.4 The Supplier shall not be liable for defects in the work/service caused by the use of unsuitable materials and items provided by the Customer to the Supplier, where the Supplier has advised the Customer of their unsuitability but the Customer has insisted on their use.

7. Copyright works

- 7.1 In the event that within the scope of delivery of the subject of performance, the Supplier (or any person who provides the work/activities/services on behalf of the Supplier or who is used by the Supplier to perform/provide the work/activities/services) creates a copyright work or a computer program within the meaning of Act No. 185/2015 Coll., the Copyright Act, as amended (hereinafter referred to also as "**copyright work**"), the Supplier shall not transfer any rights to this copyright work to the Customer unless the Parties expressly agree otherwise in writing.

8. Termination of the contractual relationship

- 8.1 The Parties may terminate the contractual relationship by agreement.
- 8.2 If the order/contract is for repeated performances, it can be terminated. Termination of the contractual relationship must be made in writing.
- 8.3 The contractual relationship for recurring performances agreed for an indefinite period of time may be terminated by both Parties by giving one month's notice without stating a reason, which shall commence upon receipt of the notice of termination.
- 8.4 The contract may be withdrawn from in the cases provided for in this contract and by law.
- 8.5 The Customer shall be entitled to withdraw from the contract in particular if
 - 8.5.1 the Supplier is, despite written notice from the Customer with an alternative deadline, in delay with the delivery of the subject of delivery or in delay with the performance of the work or the provision of the service by more than 30 days compared to the terms agreed in the order/contract;
- 8.6 The Supplier shall be entitled to withdraw from the contract if:
 - 8.6.1 the Customer is more than 10 days in arrears with payments under this contract despite written notice from the Supplier with an alternative period for performance.
- 8.7 Withdrawal must be in the form of a written notice. Withdrawal shall be effective from the day following the day on which the notice of withdrawal is received by the other Party.
- 8.8 The Supplier shall be entitled to demand payment of the proven price for the parts of the work duly and faultlessly executed at the date of withdrawal or for the parts of the price of the subject of performance already procured by the Supplier for the purpose of or in connection with the delivery of the subject of delivery; the foregoing shall apply including unused and ordered material, whereby the Supplier shall be obliged to hand over the unused and ordered material to the Customer. The price for the work in progress shall be determined on the basis of an agreed inventory of the work duly carried out.

9. Other conditions and declarations

- 9.1 For the settlement of disputes arising out of the contract concluded between the Supplier and the Customer, the Parties have chosen the jurisdiction of the courts of the Slovak Republic and the law of the Slovak Republic as the applicable law.
- 9.2 Unless otherwise provided in this order or these GTC, any notice, request, demand, waiver of right, consent, approval or any other communication required or permitted to be given (further as "**Notice**") shall be made in writing in the Slovak language and shall be deemed to have been delivered, if it is delivered personally or by registered mail, return receipt requested, postage prepaid by the applicable sender, to the address of that Party set forth in the header of the order/contract or to such other address as shall be notified to the other Party in writing at least five (5) business days in advance in accordance with this clause. In the event of unsuccessful delivery

of the Notice by registered mail, the 5th (fifth) day of the date of the proven mailing shall be deemed to be the date of proper delivery. Any Notice hereunder shall also be deemed to have been duly given if the addressee refuses to accept such Notice.

- 9.3 All legal relations between the Customer and the Supplier, including the question of whether or not a contract has been formed, shall be governed exclusively by the laws of the Slovak Republic.
- 9.4 In the event that any parts of these Terms and Conditions of the Supplier are invalid, ineffective or unenforceable, the validity, effectiveness and enforceability of the remaining parts of these Terms and Conditions shall remain unaffected.
- 9.5 Upon approval of these Terms and Conditions, all prior contracts and terms and conditions of purchase and sale between the Parties and agreements thereon shall cease to be valid.
- 9.6 The Parties undertake to keep all confidential information received about the business partner confidential for an unlimited period of time. This applies in particular to all information that is declared confidential or information that is recognizably a company or trade secret. The Parties shall only be entitled to disclose and publicise the fact of cooperation with the express prior written consent of the Supplier. The use of the trade name, brand name or other trademarks of the Supplier or one of its companies shall be subject to the prior written consent of the Supplier.
- 9.7 The Supplier shall be entitled to change these Terms and Conditions, in particular if required by law, always with effect from the first day of the calendar month, and shall inform the Customer of such change at least one month before the changes come into effect, together with sending the new version of the Terms and Conditions or by posting them on www.martus.sk. The amended Terms and Conditions shall become binding on both Parties at the moment of their entry into force, unless the Customer notifies the Supplier by the effective date of the new Terms and Conditions that it does not agree with the amended Terms and Conditions and terminates the contract. In justified cases, where required by law under generally applicable legislation, the Supplier may set an earlier date for the changes to these Terms and Conditions to take effect.
- 9.8 These GTC shall take effect on the 1st January 2024.